

JUDGE KAPLAN

07 CV 6617

360-07/GMV/PLS

FREEHILL HOGAN & MAHAR LLP

Attorneys for Plaintiff Beacon Trading S.A.

80 Pine Street

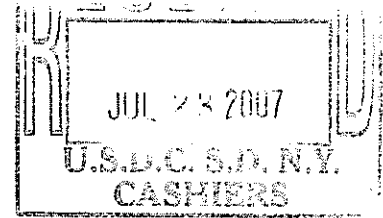
New York, NY 10005

(212) 425-1900

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Gina M. Venezia (GV 1551)

Pamela L. Schultz (PS 0335)



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BEACON TRADING S.A.,

Plaintiff

- against -

SCAN MED SHIPPING INC.,

Defendant

07 cv \_\_\_\_\_ (\_\_\_\_\_)

**VERIFIED COMPLAINT**

Plaintiff BEACON TRADING S.A. ("BEACON TRADING" or "OWNERS") by its attorneys Freehill, Hogan & Mahar, LLP, as and for its Verified Complaint against Defendant SCAN MED SHIPPING INC. ("SCAN MED" or "CHARTERERS"), alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure in that it involves a claim for the breach of a maritime contract of charter party. This case also falls under this Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333, and this Court's federal question jurisdiction pursuant to 28 U.S.C. §1331 in that the action arises under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, codified at 9 U.S.C. §201 *et seq.* and/or the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*

2. At all times relevant hereto, Plaintiff BEACON TRADING was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an office and place of business at Torre Universal Building, 12<sup>th</sup> Floor, Federico Boyd Ave., Panama, Republic of Panama.

3. At all times relevant hereto, and upon information and belief, Defendant SCAN MED was and still is a business entity duly organized and existing under the laws of a foreign country with an office and place of business at c/o Blue Fleet Management Co Ltd, 98, Doiranis Street, Kallithea, 176 72 Athens, Greece.

4. On or about 16 February 2007, Plaintiff, as owner of the M/V MED WIND, entered into a maritime contract of charter party with Defendant SCAN MED, on a Gencon 1994 charter party form for carriage of up to 1,500 mts of bagged asbestos on a voyage from Beira to Al Busheir. A copy of the charter party is attached hereto as **Exhibit A**.

5. Pursuant to the charter party, the cargo was loaded and total freight earned in amount of \$118,599.94. *See Exhibit B*.

6. Despite due demand, CHARTERERS did not pay the freight timely and there remains due and owing to OWNERS the remaining freight and accrued interest on amounts not timely paid of \$ 1,577.03.

7. There also remains outstanding and due to OWNERS from CHARTERERS since May 23, 2007, demurrage in the amount of USD \$109,052.24 with accrued interest for a total of USD \$110,393.61. (*See Exhibit C*).

8. Despite due demand, SCAN MED has failed to pay timely the amounts due under the charter party for freight and demurrage, resulting in a total of USD \$111,970.64 being due and owing to OWNERS as of the date of the filing of this complaint.

9. Plaintiff BEACON TRADING has fulfilled all obligations required of it under the charter party.

10. The charter party provides that it is to be governed by English law and that any disputes between the parties are to be resolved by arbitration in London; arbitration proceedings have been commenced and are pending in London, and BEACON TRADING specifically reserves its right to arbitrate the substantive matters at issue.

11. This action is brought to obtain jurisdiction over SCAN MED and to obtain security in favor of BEACON TRADING in respect to its claims against SCAN MED and in aid of London arbitration proceedings.

12. Under English law, including but not limited to Section 63 of the English Arbitration Act of 1996, costs including attorney fees, arbitrators' fees, disbursements and interest are recoverable.

13. This action is further brought to obtain security for any additional sums to cover Plaintiff's accrued costs and fees in pursuing SCAN MED in London arbitration (\$29,551.23) and Plaintiff's anticipated attorney fees and costs of \$30,000.00 (which estimate is based upon the costs and fees accrued thus far), all of which are recoverable against CHARTERERS under the applicable English law.

14. This action is also brought to obtain security for any additional sums to cover interest on the freight and demurrage components at a rate of 7.36% p.a. (the current rate awarded in London arbitration), until the entry of judgment or an arbitration award in two years estimated to be USD \$17,088.51.

15. Therefore, Plaintiff seeks an attachment pursuant to Rule B in the amount of USD \$188,611.00.

16. Upon information and belief, and after investigation, Defendant SCAN MED cannot be “found” within this District for the purpose of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims, but Plaintiff is informed that Defendant has, or will shortly have, assets within this District comprising, *inter alia*, cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of Defendant in the amount of \$188,611.00 (collectively hereinafter, “ASSETS”), including but not limited to ASSETS at, moving through, or within the possession, custody or control of banking institutions including but not limited to ABN Amro, American Express Bank, Atlantic Bank, BNP Paribas, Bank of America, Citibank NA, Deutsche Bank Trust Co., HSBC, HSBC USA Bank NA, JPMorgan Chase Bank, Standard Chartered Bank, The Bank of New York, Wachovia and/or other institutions or such other garnishees who may be served with a copy of the process of Attachment issued herein.

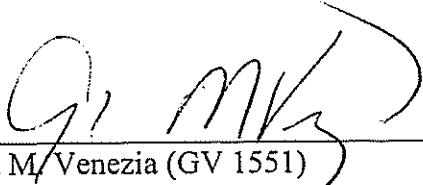
WHEREFORE, Plaintiff BEACON TRADING prays:

- a. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged, failing which a default will be taken against it;
- b. That since Defendant cannot be found within this District pursuant to Supplemental Rule B, that all assets of Defendant up to and including the sum of \$188,611.00 may be restrained and attached, including but not limited to any cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, and/or other assets of,

belonging to, due or for the benefit of Defendant including but not limited to such assets as may be held, received or transferred in its own name or for its benefit or as may be held, received or transferred for its benefit in its name at, moving through, or within the possession, custody or control of banking institutions including but not limited to: ABN Amro, American Express Bank, Atlantic Bank, BNP Paribas, Bank of America, Citibank NA, Deutsche Bank Trust Co., HSBC, HSBC USA Bank NA, JPMorgan Chase Bank, Standard Chartered Bank, The Bank of New York, Wachovia, and/or any other garnishee(s) upon whom a copy of the Process of Maritime Attachment and Garnishment issued in this action may be served; and

- c. That this Court retain jurisdiction over this matter for purposes of any subsequent enforcement action as may be necessary; and,
- d. For such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York  
July 23, 2007

  
\_\_\_\_\_  
Gina M. Venezia (GV 1551)  
Pamela L. Schultz (PS 0335)  
FREEHILL HOGAN & MAHAR, LLP  
80 Pine Street  
New York, NY 10005  
(212) 425-1900  
Attorneys for Plaintiff  
BEACON TRADING S.A.

**ATTORNEY VERIFICATION**

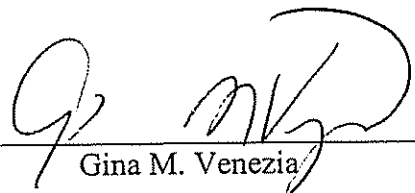
State of New York     )  
                                  ) ss.:  
County of New York    )

GINA M. VENEZIA, being duly sworn, deposes and says as follows:

1. I am a partner with the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.

2. The sources of my information and the grounds for my belief are communications, information and documentation provided by our client and/or by English solicitors representing our client.

3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.

  
\_\_\_\_\_  
Gina M. Venezia

Sworn to before me this  
23 day of July 2007

  
\_\_\_\_\_  
Notary Public

HAZEL S. ROSENTHAL  
Notary Public, State of New York  
No. 01RO4641178  
Qualified in Queens County  
Certified in New York County  
Commission Expires Dec. 31, 2010

# **EXHIBIT A**

**Kostis Zafiras**

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**From:** alma@almanavigation.gr  
**Sent:** Σάββατο, 17 Φεβρουαρίου 2007 10:35 πμ  
**To:** nicoship@otenet.gr  
**Subject:** Fw:Fw:Fw:MED WIND

Msg Ref:235568

ALMA NAVIGATION S.A.  
97 AKTI MIAOULI STR. -185 38 - PIRAEUS  
TEL +30-210 4290990 FAX +30-210 4290996 TLX 211610  
E-MAIL: alma@almanavigation.gr

GD DAY

PLS FIND HERE BELOW - FIXTURE RECAP - C/P DD 16/02/07

ACCNT SCANMED SHIPPING INC.-NOMINATED BY MESSRS BLUE FLEET  
MANAGEMENT CO LTD

MED WIND-DWT 3.108 MTS ON 5.7 METERS DRAFT  
SID BLT 79-PANAMA FLAG-LOA 82/BEAM 12  
1 HO/2 HA-GR/BL 3367/3303 CBM-DER 2 X 5MTS  
GRT/NRT 1842/966-TYPE OF HATCH COVERS -MACGREGOR  
IMO - 7711517-CLASS H.R.S. -P+I:AMERICAN CLUB  
LENGHT OF HOLD 52.2 METERS - BREADTH 9,9 METERS -HEIGHT 6.7 METERS  
HOLD IS ALMOST BOX SHAPED EXCEPT FORE AND AFT .  
LENGTH OF HATCHES 2 X 18,5 METERS X 9.30 METERS

-BEIRA/:AL BUSHEIR (BUSHEHR) lat 028-59 n long 50 50 e

-1 GSB AAAA BENDS -NO RESTRICTIONS BENDS

-L/C 19/22 FEB

-UP TO 1500 MTS WITH BAGGED ASBESTOS - CHRTRS WILL PAY PRORATA IF THEY  
WILL

LOAD IN EXCESS OF THIS

QUANTITY

-FRT: USD 110.000 LPSM FIOS PAYABLE 100 PCT WITH IN 7 B D FM S/ R B/LS MARKED  
FRT PAYABLE AS PER C/P

-FRT DEEMED EARNED ON SHIPMENT DISCOUNTLESS AND NON RETURNABLE  
VESSEL

A/O CARGO LOST OR NOT LOST

-FREE D/A AT DISCHARGE PORT

-L/D 5 TTL DAYS SHEX EIU BENDS

-AT LOAD PORT FRIDAY 17.00 HRS TILL MONDAY 0800 HRS NTC EIU

-AT DISCH PORT TIME FM THURSDAY 1200 HRS TILL SAT 0800 HRS NTC EIU

27/04/2007



-DEM USD 2700 FDWTSBE

-FREE EXINS

-FREE OF ANY FRT TAXES/DUES/PEAGES/WHARFAGES ON CARGO A/O FRT TO BE FOR CHRTRS ACCNT BENDS

-MASTERS RIGHT TO TENDER NOR EVEN BY CABLE/TELEX WIPON/WIFPON/WCCON WIBON

-OWISE AS PER M/V ANSAN C/P DD 1 DEC 2006 LOGICALY AMMENDED AS PER VSLs DESCRIPTION AND TERMS AGREED AND WITH FOLL AMMENDEMENTS

COMMS:1.25% TTL TO ALBATROS + 1.25% TO ALMA

CL 21 AND CL 22 AMMEND TO READ AS AGREED.

CL 24 AMMEND AS PER MAIN TERMS

CL 25 DELETE -

CL 27 LOADING - INSERT CARGO TO BE LOADED FREE OF EXPENSE AND RISK TO THE OWNERS.

AT THE END DELETE FROM "STEVEDORES UNTIL THE END OF CLAUSE

CL 31 DELETE FROM "IN CASE OF SHIFTING UNTILL And next page FOR OWNERS ACCOUNT".

DELETE "IF THE VESSEL IS ORDERED UNTILL THE END OF CLAUSE.

CL 37 DELETE 'SECOND AND 3RD PARAGRAPH

CL 39 AND CL 45 AMMEND WITH LONDON AND ENGLISH LAW

+++

Pls ask ows/master to give notices to agents

MANICA FREIGHT SERVICES SARL

LARGO DO BUZI 1/6

BEIRA

MOZAMBIQUE

TEL:+25823325163

FAX:+25823325017

EML:agencymanica@teledata.mz

with cc to

bfm@otenet.gr

27/04/2007

agents disch port

WORLD WAVES SHIPPING CO.  
4TH FLOOR , NR3 , 58TH ALLEY S.J ASAD  
ABADI AVE ,  
TEHRAN 14368  
IRAN

TEL:+982188059334

FAX:+982188030052

END

BRGDS

Ref med wind/ scanned shipping inc

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tks ows last

fixture recap ok

except:

eiw- time fm friday 1700 hrs till monday 0800 hrs ntc eiw

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on c/p proforma

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cl 27

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ok for the first addition

ows deletion to remain ( very normal)

cl 31

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to remain as per proforma

cl 37

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to remain as per proforma

end

27/04/2007



<b>1. Shipper</b> <b>ALBATROS MANAGEMENT INC</b> <b>98,DOIRANIS</b> <b>17883 KALLITHEA</b> <b>ATHENS</b>		<b>ACKNOWLEDGEMENT</b> THIS B/L TO AND INTERNATIONAL MARITIME COMM. LAURENCE GENERAL CHARTERS (INCORPORATED) 1988, AND THIS (To be used for charter for which no specially approved form is to be used) <b>COGNATE SHIPPER "SHIPPER"</b>	
<b>2. Name of Beneficiary/Charterer/Consignee of Bill of Lading (CL 9)</b> <b>BEACON TRADING S.A</b>		<b>3. Place and date</b> <b>GREECE 16/FEB/2007</b>	
<b>4. Master's name (CL 9)</b> <b>M/V MED WIND</b>		<b>5. Charterparty reference (CL 9)</b> <b>SCAN MED SHIPPING INC.</b> <b>(NOMINATED BY BLUE FLEET MANAGEMENT)</b>	
<b>6. BWT on the container load time in cubic tons (CL 9)</b> <b>3108 MTS</b>		<b>7. Gross weight (CL 9)</b> <b>1842 / 868</b>	
<b>8. Date of receipt by the consignee (CL 9)</b> <b>19th FEB 2007</b>		<b>9. Present position (CL 9)</b>	
<b>10. Location of or place (CL 1)</b> <b>108B AAAA BEIRA</b>		<b>11. Discharging port or place (CL 1)</b> <b>108B AAAA AL BUSHEIR</b>	
<b>12. Goods (to be used for quality and weight in Contract, option, if agreed, it shall and complete cargo not signed when "port cargo" (CL 1))</b> <b>UP TO 1500 MTS BAGGED ASBESTOS - CHARRS WILL PAY PRORATA IF THEY WILL LOAD IN EXCESS OF THIS QUANTITY</b>			
<b>13. Freight rate (to be used whether freight payable or payable on delivery) (CL 1)</b> <b>USD 110.000 LP8M FIOS</b>		<b>14. Freight payment (to be used when payment of freight, time demurrage and tank charges) (CL 1)</b> <b>SEE RIDER CLAUSE 49</b>	
<b>15. State if container cargo handling gear provided for use (CL 1)</b>		<b>16. Lightage (if container lightage for load and discharge, is agreed, this is agreed to) (CL 1)</b> <b>(a) Lightage for loading</b> <b>PERFECT RIDER CLAUSES</b> <b>(b) Lightage for unloading</b> <b>SEE RIDER CL 37</b> <b>(c) Total lightage for loading and unloading</b>	
<b>17. Shipper's Office of Business (CL 1)</b>		<b>18. Discharging rate (CL 1)</b>	
<b>19. Agency (if any) (CL 1)</b> <b>TO BE NOMINATED BY CHARTER</b>		<b>20. Discharge rate (CL 1)</b> <b>PERFECT RIDER CLAUSES</b>	
<b>21. Discharge rate and manner of payment (freight and discharge) (CL 1)</b> <b>USD 2,700 PDPR FD</b> <b>SEE RIDER CLAUSE 23</b>		<b>22. Discharge rate and manner of payment (CL 1)</b> <b>1.25% TO ALBATROS MANAGEMENT INC.</b> <b>1.25% TO ALMA NAVIGATION S.A</b>	
<b>23. Freight (To be used for the carrier's account) (CL 1)</b> <b>REFER RIDER CLAUSE</b>		<b>24. Additional charges (if any) (CL 1)</b> <b>REFER RIDER CLAUSE</b>	
<b>25. Low cost container (CL 1)</b> <b>REFER RIDER CLAUSE</b>		<b>26. Additional charges (if any) (CL 1)</b> <b>REFER RIDER CLAUSE</b>	
<b>27. Any remarks entered for small alterations and additions (CL 1)</b>		<b>28. Additional charges (if any) (CL 1)</b> <b>REFER RIDER CLAUSE</b>	

It is mutually agreed that the Contract shall be evidenced subject to the conditions contained in the Charter Party which shall be the Part 1 contract or Part 2, in the event of a conflict of conditions, the conditions of Part 1 shall prevail over those of Part 2 to the extent of such conflict.

Signature (Shipped)	Signature (Charterer)
---------------------	-----------------------

Printed and sent by Welterly & Company Limited, 10000 Parkway Street, London E20 1JL, Tel. No. 0204 554 5500 Fax No. 0204 554 5500  
for delivery of the Bill of Lading and International Maritime Comm. (B/L) to the consignee.

## 552 KUDRIN

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## PART II

**"Genoon" Charter (As Revised 1922, 1978 and 1994)**

14. Agency (CHARTERS AGENTS BENEFIT) 207  
to any agent. The Charter Party appoints their own agent both at the port of 208  
loading and the port of discharge. 209

15. Brokerage 210  
A brokerage commission at the rate stated in Box 34 on the freight, dead-weight 211  
and demurrage earned is due to the party mentioned in Box 34. 212  
In case of non-arrival 1/3 of the brokerage on the estimated amount of 213  
freight to be paid by the party responsible for such non-arrival to the 214  
Broker as indemnity for the latter's expenses and work, in case of more 215  
voyages the amount of indemnity to be agreed. 216

16. General Strike Clause 217  
(a) There is a strike or lock-out affecting or preventing the actual loading of the 218  
cargo, or any part of it, when the Vessel is ready to proceed from her last port or 219  
at any time during the voyage to the port or ports of loading or after her arrival 220  
there, the Master or the Owners may ask the Charterers to discharge the cargo 221  
or to return the cargo to the place of origin or to the port of call. Unless the 222  
Charterers have given their decision in writing (by telexgram, if necessary) 223  
within 24 hours, the Owners shall have the option of discharging the Charter 224  
Party. If part cargo has already been loaded, the Owners must proceed with 225  
said cargo (freight payable on loaded quantity only) having liberty to complete with 226  
other cargo on the way for their own account. 227  
(b) If there is a strike or lock-out affecting or preventing the actual discharging 228  
of the cargo on or after the Vessel's arrival at or off port of discharge, the 229  
Charterers shall have the option of loading the cargo at such other port as the 230  
Charterers shall specify in writing, the Charterers shall have the option of 231  
loading the Vessel waiting until such strike or lock-out is at an end and against 232  
paying full demurrage after expiration of the time provided for unloading 233  
until the strike or lock-out terminates and thereafter full demurrage shall be 234  
payable until the completion of discharging, or of ordering the Vessel to a safe 235  
port where she can safely discharge without risk of being detained by strike or 236  
lock-out. Such orders to be given within 48 hours after the Master or the 237  
Owners have given notice to the Charterers of the strike or lock-out affecting 238  
the discharging of the cargo at each port, all expenses of this 239  
Charter Party and of the Bill of Lading shall apply and the Vessel shall receive 240  
the same freight as if she had discharged at the original port of destination, 241  
except that if distance to the substituted port exceeds 100 nautical miles, 242  
the freight on the cargo delivered at the substituted port to be increased in 243  
proportion. 244  
(c) Except for the obligations described above, neither the Charterers nor the 245  
Owners shall be responsible for the consequences of any strike or lock-out 246  
preventing or affecting the actual loading or discharging of the cargo. 247

17. War Risks ("Voyeur 1983") 248  
(1) For the purpose of this clause, the words: 249  
(a) "Owner" shall include the shipowners, bareboat charterers, 250  
disponent owners, managers or other operators who are charged with 251  
the management of the Vessel, and the Master; and 252  
(b) "War Risk" shall include any war (whether actual or threatened), act of 253  
war, civil war, hostilities, revolution, rebellion, civil commotion, warfare 254  
operations, the taking of ransom (whether actual or reported), acts of piracy, 255  
acts of terrorism, acts of hostility or malicious damage, hostilities 256  
(whether imposed against all Vessels or imposed selectively against 257  
Vessels of certain flags or of certain ports), acts of sabotage or acts of 258  
terrorism imposed by any person, body, government or political group or 259  
the Government of any state whatsoever, which, in the reasonable 260  
judgment of the Master and / or the Owners, may be dangerous or are 261  
likely to be or to become dangerous to the Vessel, her cargo, crew or other 262  
person on board the Vessel. 263  
(2) If at any time before the Vessel commences loading, it appears that, in 264  
the reasonable judgment of the Master and / or the Owners, performance 265  
of the Contract of Charter is or may be exposed to War Risk, or is likely to 266  
expose the Vessel, her cargo, crew or other persons on board the Vessel to 267  
War Risk, the Owners may give notice to the Charterers 268  
canceling this Contract of Charter, or may refuse to perform such 269  
part of it as may expose, or may be likely to expose, the Vessel, her 270  
cargo, crew or other persons on board the Vessel to War Risk; 271  
provided always that it is 272  
the Charterers' obligation to load or discharging is to take place 273  
within a range of ports, and at the ports nominated by the Charterers 274  
the Vessel, her cargo, crew, or other persons on board the Vessel may be 275  
exposed, or may be likely to be exposed, to War Risk, the Owners shall 276  
first require the Charterers to nominate any other safe port which lies 277  
within the range for loading or discharging, and may only cancel the 278  
Contract of Charter if the Charterers shall not have nominated such safe 279  
port or ports within 48 hours of receipt of notice of such requirement. 280  
(3) The Charterers shall be responsible for the cost of loading, for any 281  
voyage, or to sign bills of Lading for any port or place, or to proceed or 282  
continue on any voyage, or any part thereof, or to proceed through 283  
any canal or waterway, or to proceed to or remain at any port or place 284  
whatsoever, where it appears, either after the loading of the cargo 285  
commences, or at any stage of the voyage thereafter before the discharge 286  
of the cargo is completed, that, in the reasonable judgment of the Master 287  
and the Owners, the Vessel, her cargo (or any part thereof), crew or 288  
other persons on board the Vessel may be exposed to War Risk, or are 289  
likely to be exposed to War Risk. If it should so appear, the Owners 290  
may by notice request the Charterers to nominate a safe port for the 291  
discharge of the cargo or any part thereof, and if within 48 hours of 292  
the receipt of such notice, the Charterers shall not have nominated such 293  
a port, the Owners may discharge the cargo at any safe port of their choice 294  
(including the port of loading) in complete fulfillment of the Contract of 295  
Charter. The Charterers shall be liable to recover from the Charterers the 296  
extra expense of such discharge and, if the Charterers shall nominate any 297  
port other than the loading port, to receive the full freight as though the 298  
cargo had been carried to the discharging port and if the extra distance 299  
exceeds 100 miles, in addition freight which shall be the same 300  
percentage of the freight contracted for as the percentage which the 301  
extra distance represents to the distance of the normal and customary 302  
route, the Owners having a lien on the cargo for such expenses and 303  
freight. 304  
If at any stage of the voyage after the loading of the cargo commences, it 305  
appears that, in the reasonable judgment of the Master and / or the 306  
Owners, the Vessel, her cargo, crew or other persons on board the Vessel 307  
may be, or are likely to be, exposed to War Risk on any part of the route 308  
(including any canal or waterway) which is normally and customarily used 309  
in connection with the loading and discharging of the cargo to the 310  
discharging port, the Owners shall give notice to the Charterers that this 311  
route will be taken in this event the Owners shall be entitled, if the total 312  
extra distance exceeds 100 miles, in addition freight which shall be the 313  
same percentage of the freight contracted for as the percentage which the 314  
extra distance represents to the distance of the normal and customary

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(5) The Vessel shall have liberty to 315  
to comply with all orders, directions, recommendations or advice as to 316  
superstition, actual, routes, sailing in convey, ports of call, stoppages, 317  
destination, discharge of cargo, delivery at or in any way whatsoever which 318  
are given by the Government of the Nation under whose flag the Vessel 319  
sails, or other Government to which the Charterers are subject, or any 320  
other Government which so requires, or any body or group acting with the 321  
power to issue such orders or recommendations, or any Government which 322  
(6) to comply with the orders, directions or recommendations of any war 323  
risk underwriters who have the authority to give the same under the terms of the 324  
war R&B Insurance; 325  
(7) to comply with the terms of any resolution of the Security Council of the 326  
United Nations, any directives of the European Community, the effective 327  
orders of any other international body which has the right to issue and 328  
give the same, and with any other order or directive issued at the same to which 329  
the Charterers are subject, and to obey the orders and directions of those who 330  
are charged with their enforcement; 331  
(8) to discharge at any other port any cargo or part thereof which may 332  
render the Vessel liable to confiscation as a contraband carrier; 333  
(9) in all at any other port to change the crew or any part thereof or other 334  
persons on board the Vessel when there is reason to believe that they may 335  
be subject to harassment, imprisonment or other detention; 336  
(10) where cargo has not been loaded or has been discharged by the 337  
Charterers at any port of call, the Charterers shall be responsible for the 338  
Owners' cost of bunkers and carry it to any other port or ports indicated 339  
whether backwards or forwards or in a contrary direction to the ordinary or 340  
customary route. 341  
If it complies with any of the provisions of sub-clauses (2) to (8) of this 342  
Clause anything in done or not done, such shall not be deemed to be a 343  
deviation, but shall be considered as due fulfillment of the Contract of 344  
Charter. 345

18. General Use Clause ( 346  
1) Loading 347  
(a) In the event of the loading port being inaccessible by reason of war when the 348  
Vessel is ready to proceed from her last port or at any time during the voyage or 349  
on the Vessel's arrival at an open port, and after the Vessel's arrival, the 350  
Master has the option of loading at any other port, and the Charterers shall 351  
be responsible for the cost of such loading. 352  
(b) If during loading the Master, for fear of the Vessel being damaged or 353  
for

CLAUSE 20  
VSL'S DESCRIPTION

M/V MED WIND  
DWT 3.108 MTS ON 5.7 METERS DRAFT  
SID BLT 79-PANAMA FLAG-LOA 82/BEAM 12  
1 HO/2 HA-GR/BL 3367/3303 CBM-DER 2 X 5MTS  
GRT/NRT 1842/966-TYPES OF HATCH COVERS -MACGREGOR  
IMO - 7711517-CLASS H.R.S. -P+I: AMERICAN CLUB  
LENGTH OF HOLD 52.2 METERS - BREADTH 9,9 METERS -HEIGHT 6.7 METERS  
HOLD IS ALMOST BOX SHAPED EXCEPT FORE AND AFT.  
LENGTH OF HATHCES 2 X 18,5 METERS X 9.30 METERS

CLAUSE 21. LOADING/DISCHARGING  
TIME FOR LOADING AT DISCHARGING TO BE 5TTL WWD SHEX/FHEX AT  
LOADING PORT TIME FROM FRIDAY 17:00 HRS TILL MONDAY 08:00 HRS  
NOT TO COUNT E.I.U AT DISCHARGING PORT TIME FROM THURSDAY  
12:00 HRS TILL SATURDAY 08:00 HRS NOT TO COUNT E.I.U CARGO TO BE  
LOADED UNDER DECK WITH NO RESTRICTION ON TIERS WITH  
SUFFICIENT DUNNAGE PROVIDED BY THE CHARTERERS LOADING MUST  
BE DONE IN CLOSE CONSULTATION WITH SUPPLIERS/STEVEDORE &  
THE MASTER OF THE VESSEL.

MASTER HAS THE RIGHT TO REJECT ANY DAMAGED UNSOUND CARGO  
WHILE LOADING AND SHIPPERS TO REPLACE SAME IMMEDIATELY.  
MASTER / OWNERS TO ISSUE CLEAN BILL OF LADING. MASTER /  
OWNERS TO MAINTAIN 7.5 ,MTRS DRAFT UPON ARRIVAL AT BANDAR  
BUSHEHR.

CLAUSE 22  
DELETED

CLAUSE 23. DEMURRAGE/DESPATCH  
DEMURRAGE US\$ 2700 PER DAY PRORATA/FD  
DEMURRAGE IF ANY AT LOAD PORT AND DISCHARGING PORT TO BE  
SETTLED BY CHARTERERS WITHIN 15 DAYS FM OWNERS SUBMISSION  
THEIR TIME SHEET CALCULATION SUPPORTED BY S.O.F. & N.O.R.  
SIGNED BY MASTER/AGENTS BENDS.  
DEMURRAGE AT LOAD PORT TO BE PAID BY CHARTERERS AS ABOVE  
BUT LATEST BBB.

CLAUSE 24. TAXES/DUES  
TAXES/DUES/PEAGES/WHEARFAGES ON CARGO AND OR ON FREIGHT TO  
BE FOR CHARTERERS ACCOUNT BENDS.



CLAUSE 25- DELETED

CLAUSE 26

VESSEL IS TO PROCEED DIRECTLY TO THE DISCHARGE PORT AFTER COMPLETION OF LOADING BUT IS PERMITTED TO STOP FOR BUNKERS / STORE AND WATER AT A PORT ENROUTE TO FOR THE PURPOSE OF A PORT OF REFUGE AND IN THE EVENT OF A MAJOR ACCIDENT OF THE PURPOSE OF SAVING LIFE AS IN THE COURSE OF PRACTICE OF GOODS SEAMANSHIP.

CLAUSE 27

LOADING/DISCHARGING AND STOWAGE OF CARGO AT LOADING.

CARGO TO BE LOADED/DISCHARGED WITHIN 5TTL WWD SHEX/FHEX E.I.U PRORATA BASIS 2HOOKS/1HOLDS BASIS OTHERWISE PRORATA. AT LOAD PORT IF NOR IS TENDERED BEFORE NOON ON MON THROUGH SAT NOON, TIME TO COUNT FROM 1400 HRS ON THE SAME DAY, IF NOR IS TENDERED AFTERNOON OR ON A HOLIDAY THEN TIME FOR LOADING WILL COUNT FROM 0800 HRS ON NEXT WORKING DAY.

N.O.R TO BE ACCEPTED WWW.

CARGO TO BE LOADED/DISCHARGED FREE OF EXPENSES AND RISK TO THE OWNERS.

CLAUSE 28. NOTICE

OWNERS / MASTER TO TENDER NOR W/W/W/W THROUGH RADIO, CABLE OR TLX/VHF OR THROUGH AGENTS.

MASTER / OWNERS / AGENTS TO GIVE 3/2/1 DAYS ARRIVAL NOTICE PRIOR ARRIVAL AT LOADING / DIS PORT TO SHIPPERS /RECEIVERS.

CLAUSE 29. NOTICE OF READINESS

NOTICE OF READINESS TO BE GIVEN OFFICE WORKING HOUR W/W/W/W.

CLAUSE 30.

ANY CLAIM AGAINST STEVEDORE DAMAGE TO BE SETTLE BETWEEN OWNERS/STEVEDORES DIRECTLY NOT HOLDING CHARTERERS RESPONSIBLE FOR LOSS OF TIME COST FOR SAME HOWEVER CHARTERERS TO ASSIST OWNERS FOR SETTLEMENT OF ANY CLAIM FOR STEVEDORES DAMAGE TO BE MADE IN WRITING 24 HOURS OF SUCH OCCURRENCE BUT ALWAYS BEFORE THE VESSEL DEPARTURE FROM EACH PORT AND SUCH CLAIMS TO BE COUNTER SIGNED BY A RESPONSIBLE REPRESENTATIVE OF THE STEVEDORES.

CLAUSE 31.



ONCE N.O.R IS TENDERED ALL TIME TO COUNT AS LAYTIME  
INCLUDING SHIFTING COST FROM ANCHORAGE TO THE BERTH FOR  
LOADING/DISCHARGING.

CLAUSE 32. USE OF WINCHES / DERRICKS AND LIGHTS FOR NIGHT  
WORK.  
VESSEL TO PROVIDE FREE USE OF WINCHES/DERRICKS AND SAME TO  
BE IN GOOD WORKING ORDER.TIME LOST FOR ANY REASON OF LACK  
OF POWER OF BREAK DOWN OF GEAR AT LOAD PORT AND DISCHARGE  
PORTS NOT TO COUNT AS LAY TIME OR TIME ON DETENTION PRORATA  
TO THE NUMBER OF HATCH AFFECTED. OWNERS TO PROVIDE  
SUFFICIENT LIGHTING FOR NIGHT WORKING IN ALL HATCHES  
SIMULTANEOUSLY, FREE OF EXPENSES TO THE CHARTERS.

CLAUSE 33. BILLS OF LADING  
AT LOAD PORT OWNERS TO AUTHORIZE THE AGENTS TO ISSUE BILLS  
OF LADING IN STRICT CONFORMITY WITH THE MATES RECEIPTS. THE  
SAME IS TO BE GIVEN IN WRITING UPON THE VESSEL BERTHING AT THE  
LOAD PORT B/L TO MARK FREIGHT PAYABLE AS PER C/P.

BILL OF LADING QUANTITY TO BE ASCERTAINED BY JOINT DRAFT  
SURVEY BETWEEN OWNERS AND CHARTERERS.

IN CASE SHIPPERS REQUIRE "PREPAID" BILLS OF LADING OWNERS TO  
AUTHORIZE AGENTS TO ISSUE AND RELEASE SAME UPON RECEIPT OF  
FULL FREIGHT IN OWS ACCOUNT.

CLAUSE 34. OVERTIME  
OVERTIME TO BE FOR THE ACCOUNT OF THE PARTY ORDERING THE  
SAME HOWEVER IF ORDERED BY THE PORT AUTHORITIES SAME TO BE  
FOR CHARTERERS ACCOUNT. OVERTIME FOR OFFICERS AND CREW  
ALWAYS TO BE FOR OWNERS ACCOUNT.

CLAUSE 35. SIGNING OF DOCUMENTS  
THE STATEMENT OF FACTS AND OTHER CUSTOMARY DOCUMENTS ARE  
TO BE SIGNED BY THE SHIPPERS/RECEIVERS OR THEIR AUTHORIZED  
REPRESENTATIVES TOGETHER WITH THE VESSELS AGENTS AND THE  
MASTER.

CLAUSE 36. SEAWORTHINESS/CERTIFICATES  
OWNERS GUARANTEE THAT VESSELS HOLDS ARE CLEAN AND FIT FOR  
LOADING OF INTENDED CARGO. THE OWNERS GUARANTEE THAT THE  
VESSEL IS SEAWORTHY AND HAS ALL STATUTORY CLASS AND  
TRADING CERTIFICATES VALID TILL COMPETION OF VOYAGE. OWNERS  
CONFIRM THAT THE VESSEL WILL NOT BE SOLD OR HER FLAG /

OWNERSHIP WILL NOT BE CHANGED OF SCRAPED DURING THE VOYAGE. OWNERS CONFIRM THAT THE VESSEL IS FULLY CLASSED AND P&I COVERED. ANY CONSEQUENCES THEREFOR FOR NON COMPLIANCE WITH THE ABOVE SHALL BE ON OWNERS ACCOUNT. THE VESSEL HULL AND MACHINERY AND P&I INSURANCE TO BE FULLY VALID FOR THE INTENDED PORTS OF CALL UNDER THIS CHARTER PARTY.

**CLAUSE 37. DELIVERY OF CARGO**

IN CASE THE ORIGINAL BILLS OF LADING ARE NOT AVAILABLE AT DISPORT ON OR BEFORE ARRIVAL OF THE VESSEL MASTER / OWNERS TO DELIVERS THE ENTIRE CARGO TO THE RECEIVERS AGAINST THE CHARTERERS / RECEIVERS SIMPLE LETTER OF INDEMNITY IN OWNERS P&I CLUB WORDING.

**CLAUSE 38. ADDITIONAL CLAUSES**

NEW JASON CLAUSE GENERAL STRIKE P&I BUNKER CLAUSE BOTH TO BLAME COLLISION CLAUSE AND CLAUSE PARAMOUNT ARE DEEMED TO HAVE BEEN FULLY INCORPORATED IN THIS CHARTER PARTY.

**CLAUSE 39. ARBITRATION/GENERAL AVERAGE**

THE CONTRACT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE ENGLISH LAW ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT SHALL BE REFERRED TO ARBITRATION IN LONDON IN ACCORDANCE WITH THE ARBITRATION ACT 1996 OR ANY STATUTORY MODICATION OR REENACTMENT THEREOF SAVE TO THE EXTENT NECESSARY TO GIVE EFFECT TO THE PROVISION OF THIS CLAUSE. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH LONDON MARITIME ARBITRATORS ASSOCIATION (LMAA) TERMS CURRENT AT THE TIME WHEN THE ARBITRATORS PROCEEDINGS ARE COMMENCED THE REFERENCE SHALL BE TO TWO A THIRD IN CASES WHERE NEITHER THE CLAIM NOR ANY COUNTER CLAIM EXCEEDS THE SUM OF US\$50.000 THE ARBITRATION SHALL BE CONDUCTED AT THE TIM WHEN THE ARBITRATION PROCEEDINGS ARE COMMENCED.

**CLAUSE 40. CONFIDENTIALITY**

THIS FIXTURE IS TO BE KEPT STRICTLY PRIVATE AND CONFIDENTIAL BETWEEN THE PARTIES TO THIS CONTRACT AND NOT TO BE REPORTED BY THE OWNERS / CHARTERERS OR THE BROKERS INVOLVED.

**CLAUSE 41. AGENTS**

THE CHARTERERS ARE TO APPOINT THEIR AGENTS AT THE PORT OF LOADING AND DISCHARGING. OWNERS ALWAYS PAYING THE CUSTOMARY PORT DISBURSEMENTS AT LOAD PORT -FREE D/A FOR OWNERS AT DISCHARGING PORT. OWNERS ALWAYS PAYING THE CUSTOMARY PORT DISBURSEMENTS OWNERS TO KEEP THE AGENTS IN SUFFICIENT FUNDS WELL IN TIME TO AVOID ANY DELAY TO THE BERTHING / SAILING OF THE VESSEL ANY COSTS AND CONSEQUENCES ARISING FROM THE DELAY OF THE VESSEL DUE TO OWNERS NON COMPLIANCE WITH THE ABOVE IS TO BE FOR THE RISKS/RESPONSIBILITY OF THE OWNERS.

**CLAUSE 42. WAR RISK**

EXTRA WAR RISK INSURANCE PREMIUM IF ANY TO BE FOR OWNERS ACCOUNT. OVER AGE PREMIUM ANY ON CARGO TO BE FOR CHARTERERS ACCOUNT.

**CLAUSE 43. TALLY DUNNAGES/LASHING**

ALL DUNNAGES / LASHING / SECURING TO BE FOR CHARTERERS COST& TIME TALLY FOR SHIPPERS / RECEIVERS ACCOUNT AT SHORE AND SHIP SIDE TALLY TO BE FOR OWNERS ACCOUNT. HOWEVER SHIP CREW CAN PERFORM SAME AT OWNERS DISCRETION  
USE OF FORKLIFT CHARTERERS ACCOUNT.

**CLAUSE 44. SPECIAL PROVISION/RIDER CLAUSES**

IT IS UNDERSTOOD THAT IF THE SPECIAL PROVISION UNDER THE RIDER CLAUSES CONFLICT WITH THE PRINTED CLAUSES THE RIDER CLAUSES ARE TO APPLY.

**CLAUSE 45. GOVERNING LAWS/JURISDICTION**

THIS CHARTER PARTY IS TO BE GOVERNED BY AND CONSTRUCTED UNDER ENGLISH LAW UNDER JURISDICTION OF LONDON.  
ANY CLAIM/DISPUTE UNDER THIS CHARTER PARTY IS TO BE SUBMITTED BY THE CLAIMANT IN WRITING TO THE OFFENDING PARTY WITHIN 21 CALENDAR MONTHS FROM THE DATE OF COMPLETION OF DISCHARGE. IF SUBMITTED LATER THEN THE SAME IS TO BE CONSIDERED NULL AND VOID.

**CLAUSE 46. CHARTERERS SURVEYORS**

THE OWNERS / MASTER OR THEIR AGENTS SHALL ALLOW THE REPRESENTATIVES OF THE INSPECTION AGENCY NOMINATED BY THE CHARTERERS / SHIPPERS / RECEIVERS TO BOARD THE VESSEL AT THEIR RISK AND INSECT THE CARGO AT ALL STAGES OF LOADING AND DISCHARGING IN CASE THE CHARTERERS / SHIPPERS / RECEIVERS REQUIRE SUCH OWNERS TO PRESENT THE VESSELS HOLDS FULLY

WASHED AND CLEANED UPTO THE SATISFACTION OF SHIPPERS SURVEYORS INCASE THE VESSEL FAIL ON HOLD CLEANLINESS SURVEY TIME LOST FIRST INSPECTION TILL VESSEL PASS PER HOLDS NOT TO COUNT.

**CLAUSE 47.**

OPENING AND CLOSING OF HATCHES AND RIGGING OF GEAR ALWAYS FOR OWNERS TIME AND ACCOUNT. ANY TIME LOST DUE TO BREAKDOWN OF GEAR ON OWNERS ACCOUNT.

**CLAUSE 48.**

OWNERS WILL LOAD VESSEL UPTO MAX PERMISSIBLE BRAFT OF 8.5M ALLOWING VESSEL SAFETY BERTH AT AL BUSHIRE.

**CLAUSE 49.**

100% FREIGHT PAYMENT LESS COMM TO BE PAID TO OWS NOMINATED BANK ACCOUNT WITHIN 7 (SEVEN) BANKING BAYS AFTER SIGNING / RELEASING B/LS MARKED FREIGHT PAYABLE AS PER C/P.

FREIGHT DEEMED EARNED ON SHIPMENT DISCOUNTLESS AND NON - RETURNABLE, VESSEL AND / OR CARGO LOST OR NOT LOST.

IF CHARRS REQUIRE MARKED "FREIGHT PREPAID BILLS OF LADING, OWNERS TO INSTRUCT CHARTERERS AGENTS TO KEEP THE ORIGINAL BLS IN THEIR HANDS UNTIL COPY OF SWIFT COVERING FREIGHT HAS BEEN RECEIVED BY THE OWNERS.

THE OWNERS

THE CHARTERERS

# EXHIBIT B

## BEACON TRADING S.A.

Torre Universal Building, 12<sup>th</sup> Floor, Federico Boyd Avenue,  
P.O. BOX 0816-02033, Panama, Republic of Panama.

05/03/2007

TO: SCANMED SHIPPING

Dear sirs,

Re: M/V "MED WIND" C/P 16/2/2007 - FREIGHT STATEMENT

Please find as hereunder freight statement:

Freight: Lumpsum as per C/P	110,000.00
Additional freight prorata above 1500 mts of cargo:	
137.75 MTS at 73.33 USD/MT	10,101.21
Less: Freight commission 1.25%	-1,501.27

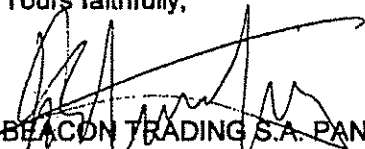
**FREIGHT DUE TO OWNERS: USD 118,599.94**

Please remit to:

HSBC BANK PLC  
SWIFT ADDRESS:MIDLGRAA  
93 AKTI MIAOULI STREET  
GR-18538 PIRAEUS  
GREECE  
A/C NO 001-001882-021  
IN FAVOUR OF : NICOLAKIS SHIPPING SA

TO BE REMITTED VIA CORRESPONDING BANK IN NEW YORK :  
HSBC BANK - USA  
SWIFT ADDRESS:MRMDUS33  
NEW YORK - USA

Yours faithfully,

  
BEACON TRADING S.A. PANAMA

# EXHIBIT C

## BEACON TRADING S.A.

Torre Universal Building, 12<sup>th</sup> Floor, Federico Boyd Avenue,  
P.O. BOX 0818-02033, Panama, Republic of Panama.

08/05/2007

TO: **SCANMED SHIPPING**

Dear sirs,

Re: **M/V "MED WIND" C/P 16/2/2007 - FINAL STATEMENT**

Please find as hereunder final statement:

Freight: Lumpsum as per C/P		110,000.00
Additional freight prorata above 1500 mts of cargo:		
137.75 MTS at 73.33 USD/MT		10,101.21
Demurrage:		110,432.81
Less: Freight commission	1.25%	-1,501.27
Demurrage commission	1.25%	-1,380.41
<b><u>DUE TO OWNERS:</u></b>		<b>USD 227,652.34</b>

Please remit to:

HSBC BANK PLC  
SWIFT ADDRESS:MIDLGRAA  
93 AKTI MIAOULI STREET  
GR-18538 PIRAEUS  
GREECE  
A/C NO 001-001882-021  
IN FAVOUR OF : NICOLAKIS SHIPPING SA

TO BE REMITTED VIA CORRESPONDING BANK IN NEW YORK :  
HSBC BANK - USA  
SWIFT ADDRESS:MRMDUS33  
NEW YORK - USA

Yours faithfully,

BEACON TRADING S.A. PANAMA